when appropriate. A photograph must, however, be verified; not necessarily by the one who takes it, but by some one who can testify that it represents his idea of the subject. GREENLEAF, EVIDENCE, § 439 h; *Peoples Gaslight and Coke Co.* v. *Amphlett,* 93 Ill. App. 194; *Bedell* v. *Burky,* 76 Mich. 435; *Miller* v. *Louisville R. Co.,* 128 Ind. 97. Whether it is sufficiently verified is a preliminary question of fact for the trial judge, and not open to exception. *Blair* v. *Pelham,* 118 Mass. 420; *McGar* v. *Borough of Bristol,* 71 Conn. 652. But in this, as in other matters which may be left generally to the discretion of the trial judge, his discretion is not unlimited, and he is not at liberty to disregard the rules of law, by which the rights of the parties are governed. *DeForge* v. *N. Y., N. H. & H. R. R. Co.,* 178 Mass. 59. The discovery of the X-ray is comparatively recent. However, its utility and the reliability of its results are already so well known and established as scientific facts that courts ought to take judicial notice of them. *Wittenberg* v. *Onsgard,* 78 Minn. 342. And, although a picture produced by an X-ray cannot be verified as a true representation of the subject in the same way that a picture made by a camera can be, yet it should be admitted if properly taken. *Bruce* v. *Beall,* 99 Tenn. 303; *Miller* v. *Dumon,* 24 Wash. 648; *Mauch* v. *Hartford,* 112 Wis. 40; *Jameson* v. *Weld,* 93 Me. 345; *City of Geneva* v. *Burnett,* 65 Neb. 464, and note; *Carlson* v. *Benton,* 66 Neb. 486; *DeForge* v. *N. Y., N. H. & H. R. R. Co.,* supra. It has been said that "Unless precluded by some rule or principle of law, all that is logically probative is admissible." THAYER, PRELIMINARY TREATISE ON EVIDENCE, p. 265. It is the duty of courts to use every means for discovering the truth reasonably calculated to aid in that result. In the performance of that duty, every new discovery when it shall have passed the experimental stage, must necessarily be treated as a new aid in the administration of justice in the field covered by it. In that view, courts have shown no hesitation, in proper cases, in availing themselves of the art of photography by the X-ray process. See 1 MICH. LAW REV. 329; 56 *Albany Law Journal* 309.

EXECUTORS AND ADMINISTRATORS—LIABILITY OF EXECUTRIX TO ACCOUNT FOR TRUST ESTATE HELD BY HER TESTATOR.—Decedent left a trust estate in the hands of two sons for the benefit of a third son. Later the sons thus appointed as trustees died some years apart, the survivor leaving defendant as his executrix. The plaintiff corporation was appointed as substituted trustee by the court, and brought this suit against the executrix of the last surviving trustee for an accounting. She averred a lack of knowledge of the trust estate and an absence of accounts to show its condition. Part of said estate could be traced into the possession of the co-trustees, but not all. On these facts the lower court gave judgment for the entire trust fund with interest from the time of its inception. *Held,* the judgment must be reversed. *Farmers' Loan and Trust Co.* v. *Pendleton* (1904), — N. Y.—, 72 N. E. Rep. 508.

The judgment of reversal proceeded upon the doctrine that, as a general rule the trustee is not liable for a greater amount than he receives. *Staats* v. *Bergen,* 30 N. J. Law. 131. Nor is there any presumption, in the absence of

proof, that the whole of the trust funds have come into possession of the trustee, and the burden of proof is on him who seeks to surcharge the accounts of the trustee. *Matter of Ryalls,* 74 Hun 205, s. c. 80 Hun. 459. Further, a co-trustee is, in general, liable for his own acts only, and is not accountable for loss due to his colleague. *Stowe* v. *Bowen,* 99 Mass. 194. All these principles, and especially the last stated, are subject to rather strict limitations. For example, a trustee is held liable for loss due to the act of his co-trustee when the former has, by co-operation or connivance, enabled the latter to commit a breach of trust. *Bruen* v. *Gillet,* 115 N. Y. 10, 21 N. E. Rep. 676, 4 L. R. A. 529, 12 Am. St. Rep. 764. And even inaction on the part of a trustee is sufficient to cause his liability for loss by act of his co-trustee, when such inaction is under such circumstances as to amount to negligence. *Darnaby* v. *Watts* (Ky.), 21 S. W. Rep. 333; *Wilmerding* v. *McKesson,* 103 N. Y. 329.

FOREIGN CORPORATIONS—INTERSTATE COMMERCE.—Plaintiff, an Illinois corporation, engaged in the business of manufacturing and selling agricultural implements, sold, through a traveling salesman, a bill of goods to defendant, a retail dealer in Minnesota. The order was taken by the salesman subject to the acceptance by his principal and was duly accepted by plaintiff at its place of business in Illinois. But plaintiff maintained an agency in Minnesota, for the purpose of receiving, storing, and delivering goods to purchasers in that state, though the agent had no authority to make sales of property stored with it, or to take or receive orders therefor. Subsequently defendant's order was filled through this agency. Plaintiff brings suit on a promissory note given in payment, and the defense to the action is that plaintiff is a foreign corporation and has not complied with the statute (1899) prescribing certain conditions on which foreign corporations are permitted to do business. *Held,* that the transaction constituted interstate commerce, and that the statute did not apply in such cases, but only applied to corporations doing business within the borders of the state as distinguished from interstate commerce. *Rock Island Plow Company* v. *Peterson* (1904), — Minn. —, 101 N. W. Rep. 616.

The decision in this case is in accord with the well settled principle that the negotiation of the sale of goods which are in other states is interstate commerce. 2 WILGUS' CORPORATION CASES, 1504. The mere fact that the goods were re-shipped by a distributing agency at Minneapolis in the original bundles, providing the goods were not consigned to the agent until after the purchase was made, does not constitute the transaction local state business. On the other hand, as the court infers, had plaintiff shipped to and stored large quantities of its goods with the warehouse company, without reference to contracts previously entered into for their sale, clearly such transactions could not be included in interstate commerce. *Hynes* v. *Briggs et al.,* 41 Fed. Rep. 468; *Duncan* v. *The State,* 105 Ga. 457; *Emmert* v. *Missouri,* 156 U. S. 296. For discussion of cases similar to the principal case see 3 MICH. LAW REV. 72, 239.

GARNISHMENT—SITUS OF DEBT.—The defendant, a resident of Virginia, was employed as a traveling salesman by the Reynolds Tobacco Co., a cor-